

AGREEMENT REGARDING CONFIDENTIALITY OF BUSINESS INFORMATION

EPA and Homestake Mining Company/Barrick Gold Corp. of Toronto hereby agree that settlement of the Government's claim concerning the Gilt Edge Mine Superfund site will involve the production of documents which have been submitted to the United States Environmental Protection Agency (EPA) by various contractors (listed in Annex 1) (hereinafter "submitters") containing certain information which may be entitled to confidential treatment under 40 CFR Part 2. Furthermore, the parties herein agree that the limitation on the disclosure of the documents subject to this Agreement is necessary in order to protect the interests of the submitters in the confidentiality of their business information.

The terms of the Agreement Regarding Confidentiality of Business Information (hereinafter "Agreement") are as follows:

1. EPA shall provide the document(s) containing information which may be entitled to confidential treatment to Homestake Mining Company/Barrick Gold Corp. Of Toronto and such document(s) shall be handled in accordance with the terms of this Agreement.

2. As used in this Agreement, the term "confidential information" means trade secrets or commercial or financial information submitted by a person to EPA and which may be entitled to confidential treatment under 40 CFR Part 2. This information has not been determined by EPA under 40 CFR Part 2, Subpart B not to be entitled to confidential treatment.

3. Any information to be produced by EPA pursuant to this Agreement shall be stamped conspicuously with the words "CONFIDENTIAL BUSINESS INFORMATION" by EPA on the top of each page of each document prior to production to Homestake Mining Company/Barrick Gold Corp. of Toronto. The transmittal of information designated as confidential shall be done by letter from EPA stating that the information designated as confidential is subject to this Agreement.

4. Information designated as confidential under this Agreement shall not be used or disclosed by Homestake Mining Company/Barrick Gold Corp. of Toronto or Homestake Mining Company/Barrick Gold Corp. of Toronto's counsel or any other person subject to paragraph 7 below for any purpose other than the preparation for negotiation of a settlement.

5. Homestake Mining Company/Barrick Gold Corp. of Toronto and Homestake Mining Company/Barrick Gold Corp. of Toronto's counsel who obtain information designated as confidential hereunder, and any nonparty subject to this Agreement, shall not disclose or permit disclosure of this information to any other person, including without limitation any officer, director, employee, agent, or representative

of Homestake Mining Company/Barrick Gold Corp. of Toronto Or Homestake Mining Company/Barrick Gold Corp. of Toronto's counsel, or any nonparty, except in the following circumstances:

a. Disclosure may be made to employees of Homestake Mining Company/Barrick Gold Corp. of Toronto or of Homestake Mining Company/Barrick Gold Corp. of Toronto's counsel who have responsibility for settlement negotiations involving the Gilt Edge Mine Superfund site. Any employee to whom disclosure is made shall be advised of, and become subject to, the provisions of this Agreement prior to such disclosure by executing the Confidentiality Agreement (Annex 2) annexed hereto. Employees do not include persons, firms or corporations engaged by Homestake Mining Company/Barrick Gold Corp. of Toronto or Homestake Mining Company/Barrick Gold Corp. of Toronto's counsel on a contract basis, who shall be subject to the requirements of subparagraph (b) of this paragraph.

b. Disclosure may be made to consultants, witnesses, experts, or employees of experts ("Expert(s)") employed or otherwise engaged by Homestake Mining Company/Barrick Gold Corp. of Toronto or Homestake Mining Company/Barrick Gold Corp. of Toronto's counsel to assist in the preparation for negotiations. Prior to disclosure to any Expert, the Expert must agree to be bound by the terms of this Agreement by executing the Confidentiality Agreement annexed hereto. A copy of each executed Confidentiality Agreement shall be furnished to EPA and submitter not less than five (5) business days prior to disclosure to the Expert of the business information.

6. Homestake Mining Company/Barrick Gold Corp. of Toronto or Homestake Mining Company/Barrick Gold Corp. of Toronto's counsel and any other person subject to this Agreement who obtains information designated as confidential hereunder, shall take all necessary and appropriate measures to maintain the confidential nature of the information, shall share such information only with persons authorized to receive it pursuant to this Agreement, and shall retain the information in a secure manner. Except as provided in paragraph 5 above, no other person shall be permitted access to the information.

7. Any person who obtains access to information designated as confidential under this Agreement may make copies, duplicates, extracts, summaries, or descriptions of the information or any portion thereof only for the purpose of preparation for settlement negotiations for cost recovery at the Whitewood Creek Superfund site. All copies, duplicates, extracts, etc. shall be subject to terms of this Agreement to the same extent and manner as original documents.

8. Any unauthorized disclosure of information designated as confidential under this Agreement shall not result in a waiver of any submitter's claim of confidentiality.

9. Within 60 days after termination of negotiations, or as determined by EPA, any person who obtained information designated as confidential under this Agreement shall assemble and return such information to EPA, including all copies, extracts, summaries, or descriptions of the information or portions thereof. Such return shall be certified in writing by the person who obtained the information from EPA. All such information covered by this Agreement which constitutes the work product of counsel or Homestake Mining Company/Barrick Gold Corp. of Toronto shall be destroyed. However, if before the expiration of the 60 days the United States has filed in Federal court a cost recovery action for the Gilt Edge Mine Superfund site, naming Homestake Mining Company/Barrick Gold Corp. of Toronto as a party, Homestake Mining Company/Barrick Gold Corp. of Toronto may retain the information. Such retention shall be governed by the provisions of this Agreement until entry of a protective order governing the information.

Dated: _____

Signature For Homestake Mining Company/Barrick Gold Corp. of Toronto:

Date of Signature: _____

Dated: _____

Signature For EPA: _____

Date of Signature: _____

ANNEX 1

TO AGREEMENT REGARDING CONFIDENTIALITY OF
BUSINESS INFORMATION BETWEEN EPA AND
Homestake Mining Company/Barrick Gold Corp. of Toronto

List of Contractors

Integrated Laboratory Systems, Inc. - 68-W0-1029

1000 High House Road
Cary, NC 27513

URS Operating Services - 68-W0-0118

68-W5-0031

Attn: T.F. Stable
P.O. Box 44000
Department #44171
San Francisco, CA 94114-4171

Dyncorp Information & Engineering Corp. - 68-W0-1034

68-W9-8106

2000 Edmund Halley Drive
Reston, VA 22091-3436

CDM Federal Programs Corporation - 68-W5-0022

68-W9-8210

EPW 05049

14420 Albemarle Point Place, Ste. 210
Chantilly, VA 20151

Syracuse Research Corporation - GSF0019L

GS11F00A

2X6040-NHBX

028ALPV153

6225 Running Ridge Road
North Syracuse, NY 13212-2509

Environmental Restoration, LLC - 68-W0-1053

16294 Westwoods Business Park Drive
Ellisville, MO 63021

Science Application International Corps. - 68-S9-0010

816 State Street, Ste. 500
Santa Barbara, CA 931

Techlaw Inc. - EPW 06033

14500 Avion Parkway, Suite 300
Chantilly, VA 20151

Annex 1

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Pacific Western Technologies, Ltd. - EPW 06006

605 Parget Street

Lakewood, CO 80215

Computer Sciences Corp. - EPW 06046

Federal Sector Civil Group
P.O. Box 8500-S-4610
Philadelphia, PA 19178-4610

Toeroek Associate Inc. - 68-W9-9050

GSF0221P
EPR 80910

4891 Independence Street, Ste. 149
Wheat Ridge, CO 80033

ASRC Aerospace Corporation - 68-W0-1002

EPR 80604
EPW 05020

6303 Ivy Lane; Ste. 800
Greenbelt, MD 20770

Energy Laboratories, Inc. - 1X0081AUG

1X0081JUL
1X0081JUN
1X0081MAY
1X0126NTLX

610 Farnwood Street
P.O. Box 2470
Rapid City, SD 57709

Ampcus Incorporated - EPO 98000145

4530 Walney Road, Suite 103
Chantilly, VA 20151-2285

OEA Research - 0X0565NASA

P.O. Box 1031
Helena, MT 59624

ANNEX 2

TO AGREEMENT REGARDING CONFIDENTIALITY OF
BUSINESS INFORMATION BETWEEN EPA AND
Homestake Mining Company/Barrick Gold Corp. of Toronto

BUSINESS INFORMATION CONFIDENTIALITY AGREEMENT

The undersigned is currently working at ____
which is located at _____. During the past year
the undersigned has been employed or otherwise engaged as a consultant
or contractor by the following companies located at the corresponding
address:

- 1) _____
- 2) _____

The undersigned hereby acknowledges that he/she has read the
foregoing Agreement Regarding Confidentiality of Business Information
("Agreement") executed by the attorneys for the parties involved in
settlement of the Government's claim concerning the Gilt Edge Mine
Superfund site, understands the terms thereof, and agrees to be bound
by such terms. The undersigned understands that disclosure of
information which has been designated as confidential by the submitter
of that information may cause substantial harm to the affected
business' competitive position. Accordingly, among other
responsibilities, the undersigned shall only share such information
with persons specifically authorized to receive the information
pursuant to the Agreement, shall retain the information in a secure
manner, and shall use such information only for the purposes
authorized by the Agreement. The undersigned understands that the
pledge of confidentiality under this Confidentiality Agreement
continues after any lawsuit associated with the settlement
negotiations is over. Furthermore, the undersigned understands that a
breach of the Agreement may subject him/her to civil claims for
damages and to criminal prosecution under 42 U.S.C. 9604(e) (7) (B).

Dated: _____
Signed: _____